

6
1 WALTER WILHELM LAW GROUP
2 A Professional Corporation
3 Riley C. Walter #91839
4 Matthew P. Bunting #306034
5 Danielle J. Bethel #315945
6 205 East River Park Circle, Ste. 410
7 Fresno, CA 93720
8 Telephone: (559) 435-9800
9 Facsimile: (559) 435-9868
10 E-mail: rileywalter@w2lg.com

11 Chapter 9 Counsel

12 MCCORMICK BARSTOW, LLP
13 Timothy L. Thompson #133537
14 Mandy L. Jeffcoach #232313
15 Nikole E. Cunningham #277976
16 7647 N. Fresno Street
17 Fresno, CA 93720
18 Telephone: (559) 433-1300
19 Facsimile: (559) 433-2300
20 E-mail: mandy.jeffcoach@mccormickbarstow.com

21 District Counsel

22 IN THE UNITED STATES BANKRUPTCY COURT
23 EASTERN DISTRICT OF CALIFORNIA
24 FRESNO DIVISION

25 In re

26 TULARE LOCAL HEALTHCARE
27 DISTRICT dba TULARE
28 REGIONAL MEDICAL CENTER,

Debtor.

Tax ID #: 94-6002897
Address: 869 N. Cherry Street
Tulare, CA 93274

CASE NO. 17-13797

DC No.: JAB-1

Chapter 9

Date: December 21, 2017
Time: 9:30 a.m.
Place: 2500 Tulare Street
Fresno, CA 93721
Courtroom 13
Dept. B, Fifth Floor
Judge: Honorable René Lastreto II

29 ORDER APPROVING STIPULATION FOR RELIEF FROM THE AUTOMATIC STAY
30 PURSUANT TO 11 U.S.C. § 362

31 At Fresno, in the Eastern District of California.

32 ///

33 ///

1 The Court having reviewed the Stipulation for Relief from the Automatic Stay
2 Pursuant to 11 U.S.C. § 362 between Tulare Local Healthcare District, dba Tulare
3 Regional Medical Center and John Torrez III and Bernadette Torrez and good cause
4 appearing, now, therefore,

5 IT IS HEREBY ORDERED that the Stipulation attached to this Order as Exhibit
6 "A" shall be, and hereby is, approved.

7 Submitted by:

8
9 WALTER WILHELM LAW GROUP,
a Professional Corporation

10
11 

12 Riley C. Walter,
13 Attorneys for Debtor,
14 Tulare Local Healthcare District, dba
Tulare Regional Medical Center

15
16
17
18
19
20
21
22
23
24

IT IS SO ORDERED.

Dated: Jan 04, 2018

By the Court


René Lastreto II, Judge
United States Bankruptcy Court

1 4

2 WALTER WILHELM LAW GROUP
3 A Professional Corporation
4 Riley C. Walter, #91839
5 Matthew P. Bunting, #306034
6 Danielle J. Bethel #315945
7 205 East River Park Circle, Ste. 410
8 Fresno, CA 93720
9 Telephone: (559) 435-9800
10 Facsimile: (559) 435-9868
11 E-mail: rileywalter@w2lg.com

12 Chapter 9 Counsel

13 MCCORMICK BARSTOW, LLP
14 Timothy L. Thompson #133537
15 Mandy L. Jeffcoach #232313
16 Nikole E. Cunningham #277976
17 7647 N. Fresno Street
18 Fresno, CA 93720
19 Telephone: (559) 433-1300
20 Facsimile: (559) 433-2300
21 E-mail: mandy.jeffcoach@mccormickbarstow.com

22 District Counsel

23 IN THE UNITED STATES BANKRUPTCY COURT
24 EASTERN DISTRICT OF CALIFORNIA
25 FRESNO DIVISION

26 In re

27 TULARE LOCAL HEALTHCARE
28 DISTRICT, dba TULARE
REGIONAL MEDICAL CENTER,

29 Debtor.

30 Tax ID #: 94-6002897
31 Address: 869 N. Cherry Street
32 Tulare, CA 93274

33 CASE NO. 17-13797

34 DC No.: JAB-1

35 Chapter 9

36 Date: N/A
37 Time: N/A
38 Place: 2500 Tulare Street
39 Fresno, CA 93721
40 Courtroom 13
41 Dept. B, Fifth Floor
42 Judge: Honorable René Lastreto II

43 STIPULATION FOR RELIEF FROM THE AUTOMATIC STAY
44 PURSUANT TO 11 U.S.C. § 362

1 TULARE LOCAL HEALTHCARE DISTRICT, dba Tulare Regional Medical Center
2 ("TRMC") and JOHN TORREZ III AND BERNADETTE TORREZ (collectively "Plaintiff"),
3 by and through their respective counsel, hereby enter into the within Stipulation for
4 Relief from the Automatic Stay pursuant to 11 U.S.C. § 362 (the "Stipulation"). The
5 Stipulation is made with reference to the following:
6

7 **RECITALS**

8 1. On September 30, 2017, TRMC commenced a voluntary case under chapter 9 of
9 title 11 of the United States Bankruptcy Code in the United States Bankruptcy Court,
10 Eastern District of California ("Petition Date").
11
12 2. Prior to the Petition Date Plaintiff(s) commenced an action in the Tulare County
13 Superior Court against TRMC, styled *John Torrez III and Bernadette Torrez v. Tulare*
14 *Local Healthcare District dba Tulare Regional Medical Center, Tulare Regional Medical*
15 *Center, et al., Case No. VCU 268786* ("Lawsuit"), arising out of a personal injury
16 allegedly caused by TRMC prior to the filing of the bankruptcy case ("Malpractice
17 Claim").
18
19 3. TRMC denies the allegations made by Plaintiff(s) in the Lawsuit.
20
21 4. On November 14, 2017, Plaintiff filed a Motion for Relief From the Automatic
22 Stay asking the Court to lift the Automatic Stay in order to allow the Lawsuit to continue
23 against TRMC ("Motion").
24
25 5. TRMC and Plaintiff (collectively "the Parties") have agreed to allow the Automatic
26 Stay to be modified pursuant to the terms and conditions stated herein.
27
28

STIPULATION AND AGREEMENT

NOW, THEREFORE, subject to Court approval, the parties hereby stipulate and agree as follows:

6. The Automatic Stay shall be modified such that Plaintiff shall be permitted to prosecute the Lawsuit to settlement or judgment against TRMC and/or the other defendants in the Lawsuit for the purposes of determining the liability and damages, if

any, of TRMC and/or the other defendants with respect to the Malpractice Claim;

7. Plaintiff's recovery against TRMC in the Lawsuit, if any, shall be limited to any proceeds available under any insurance policy, policies, or any liability coverage contracts¹, as the case may be, if any, applicable to Plaintiff's Malpractice Claim, and not from TRMC's assets.

8. Should Plaintiff prevail in the Lawsuit as against TRMC any recovery by Plaintiff against TRMC shall be limited to applicable insurance, or the Policy, if any. The Lawsuit will not be prosecuted for the purpose of reaching the assets of TRMC other than applicable insurance and/or the Policy.

9. Therefore, it is agreed that the Automatic Stay pursuant to 11 U.S.C. § 362 be vacated as to Lawsuit on the terms and conditions provided above.

10. Any amendment to this Stipulation shall be made in writing, signed by both Parties, and approved by the Court.

11. The Parties stipulate to entry of an order approving this Stipulation subject to compliance with FRBP 4001, if required.

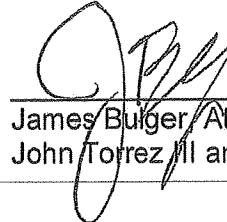
111

¹ TRMC is a member of a risk-sharing pool (the "Policy"). Pursuant to California Government Code sections 6500 et seq., and sections 990 et seq., BETA Healthcare Group Risk Management Authority administers the pool under a joint powers agreement. However, note that as of the date of this Stipulation TRMC has not assumed this coverage contract in the present bankruptcy case.

1 IT IS HEREBY STIPULATED AND AGREED.
2

3 December 20, 2017

4 HEIMBERG BARR, LLP

5 
6 James Bulger, Attorneys for Plaintiffs,
7 John Torrez III and Bernadette Torrez

8 
9 1/2/18, 2017

10 WALTER WILHELLM LAW GROUP,
11 a Professional Corporation

12 
13 Riley C. Walter, Attorneys for Debtor,
14 Tulare Local Healthcare District, dba
15 Tulare Regional Medical Center